

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED

2021 AUG 17 PM 3:14

DEPUTY CLERK R

Candace Searcy
Plaintiff

3-21CV1910-X

v.

Case Number

Orchard National Title
Defendant

Courtney Anthony

Notice of Removal

I am pleading for justice. In the state court there is a case where the Judge Tillery does not listen to the police or the process server. All parties were served and the judge is taking sides with the criminal. I am requesting Judge Jane Boyle to pick up this case.

* Attach additional pages as needed.

Date

8/17/21

Signature

Candace Searcy

Print Name

Candace Searcy

Address

6824 Valley Creek Dr

City, State, Zip

Fort Worth TX 76179

Telephone

(410) 261-5572

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District Judge Jane J. Boyle

You are here

[Home](#) » [Judges](#) » District Judges

Chambers: 214-753-2740

Courtroom Deputy: Jenelle Wilson 214-753-2748

E-Mail: Boyle_Clerk@txnd.uscourts.gov

Court Reporter: Shawnie Archuleta 214-753-2747

[Courtroom Technology](#)

1100 Commerce Street, Room 1520
Dallas, Texas 75242-1003

Courtroom: 1516

Case Letter Designation: (B)

Judge Tabs

- [Judge Specific Requirements](#)([active tab](#))
- [Biography](#)

Judge Specific Requirements

Judge Boyle follows the Northern District's Local Civil and Criminal Rules. If the information set out below does not address your particular question, you should look to the Local Rules. Judge Boyle also notifies the parties by order of specific requirements that apply to each case, some of which modify the Local Rules. PLEASE NOTE: The following information is intended to acquaint counsel and litigants with the Judge's typical procedures and requirements, not to take the place of common sense or of orders entered in specific cases.

I. Case Management Procedures

Pl. 5300

ICIT H Atty

DC-21-00529

ORIGINAL

District of Texas
Dallas County State Court

FILED
In 2021 JAN 15 PM 1:39
JUDICIAL DISTRICT
COURT
JESSICA PITRE
DISTRICT CLERK
DALLAS CO., TEXAS
Nikya Harris DEPUTY
Dallas County, Texas

Candace Searcy

Plaintiff

Vs.

Courtney Anthony

• Orchard National Title

134th Judicial District

Property lawsuit

To the Honorable Judge of the US District Court,

I, Candace Searcy, the plaintiff have "proof of burden" against the defendants Courtney Anthony and the Orchard National Title Company. I have proof of breach of contract, fraudulent price gouging and malpractice. While under contract, the realtor Jeremiah Hobbs failed to abide by the rules of an FHA loan. One cannot purchase a home if the deed has not been in the owner's possession for at least 90 days before selling. As a result, the contract was put on hold until the 90 day period which was complete Nov. 14, 2020. She has refused to sign the new contract under the FHA guidelines on Nov. 14th in order to get the appraisals out to close on the correct date with the intent to steal my earnest money. After having the contract extended to Nov. 24th, Courtney Anthony tried to blame me for the miscommunication. She also demanded that I forfeit my earnest money and raise the price on the home which is fraudulent price gauging. She wrote an email of an unconstitutional agreement that I refused to sign.

I was supposed to close of Oct 21, 2020 but the day before closing everything was halted because of the 90 day requirement. I was forced to live out of boxes for the last 30 days and pay an additional \$350 in rent because of this discrepancy. We signed a contract that the house was supposed to be sold at 242,000 because the roof was damaged, and the seller was offering \$2000 of closing cost. I am demanding that the conditions of the original contract for the sell of the home remain the same at 242,000 and that the seller still contribute to the closing cost of \$2000. Courtney raised the price to 246,000 after the appraisal, which is an illegal form of price gouging. She also threatened to sell my home that I have already had inspected and submitted earnest money of \$2000 to someone else which is a breach of contract due to the extension signed that they could not sell the home until Nov. 24th. She illegally changed the conditions of my contract for the extension and my signature was forged on legal documents to remove seller concessions to zero, which I did not agree to.

I will also be suing for malpractice because the day before the closing date on Oct 21, 2020 they told me that I could not close and they should have informed me before. As a result, I am suing

for 6,000 in damages because I have spent more money on rent and living under poor conditions. I am also suing to stop the sell of the property 7237 Indiana Avenue, Fort Worth Texas 76137 to any other interested buyers because they have my earnest money and they intentionally tried to steal it which is fraud. They told me this was my home and they would not sell it. They have not signed the agreeing contract in order to get an appraisal on the property in order to close on the correct date. Therefore, I am pressing federal charges for breach of contract, malpractice, and fraudulent price gouging for an item more the 250,000. I am submitting all documents as proof of ill intentions to steal my earnest money and sell the home to someone else.

Certificate of Service

On the 15th day of January, I filed the foregoing document with the clerk of court for the Dallas County Court of the State of Texas.



Candace Seariy
6824 Valley Creek Dr
Fort Worth TX 76179
(470) 261-5572
crscjs7@gmail.com

BeachleySmithLaw PLLC

Tarrant County Office
1901 Central Drive, Ste. 806, Bedford, Texas 76021
(817) 584-8220 FAX (817) 584-8221
mjsmith@beachleysllc.com
www.beachleysllc.com ■ Law Offices of Charles E. Beachley III PLLC

Monica J. Smith

Member of the College of the State Bar of Texas

January 14, 2021

Courtney Anthony
Orchard Title
3201 Dallas Parkway
Suite 200
Frisco Texas 75034

RE: property located at 7237 Indiana Ave, Fort Worth Texas 76137

Dear Ms. Anthony:

Please be advised that this office represents Candace Searcy in claim against you. Although the facts are or should be well known to you, I recite them here and invite you, through your counsel, to, in response, point out any matters disputed by you herein recited.

According to documentation provided to this office, the contract signed by the parties state that if Ms. Searcy does not qualify for financing, the earnest money shall be refunded to her. The cancelation of the contract was signed on November 25, 2020 and cites that Ms. Searcy did not qualify for financing but yet requests the earnest money be refunded to seller.

Formal demand is hereby made that you tender to Candace Searcy, on or before the thirtieth day from the date of your receipt of this letter (in either regular or certified mail form), by and through this office, two thousand dollars (\$2000). If you fail to comply timely with this demand or make other arrangements acceptable to my client, my client may choose to file suit against you in a proper court and, in such suit, may seek to recover reasonable attorney fees, costs of court, pre- and post-judgment interest, exemplary and/or punitive damages if appropriate, statutory enhancement of damages if appropriate, injunctive relief if appropriate, and other relief over and above the basic demand above set forth.

Most sincerely,

Monica J. Smith

TexInspec

Home and Termite Inspections

Since 1985

Invoice: 200916-54819

Date: 12/16/2020

TexInspec

6709 Meadow Crest Drive, North Richland Hills, TX 76180

Phone: (817) 265-5452

Fax:

Email: ClientCare@TexInspec.com

HOME INSPECTION INVOICE

PAID

Payor

Candace Searcy
cscjs7@gmail.com
(470) 261-5572

Credit Card \$464.00 (#4445) on 09/16/2020

Terms

Due

On Receipt

Client / Subject Property

Candace Searcy
7237 Indiana Ave
Fort Worth, TX 76137

Item

Amount

Home Inspection

\$464.00

Fees Subtotal: \$464.00

Payments

09/16/2020 Credit / Debit Card

-\$464.00

Payments Subtotal: -\$464.00

Total: \$0.00

Total Due: \$0.00

Thank you for your business, if you have any questions please call us at (817) 265-5452



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

7237 Indiana Ave, Ft Worth, TX 76137

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract \$ _____
- C. Sales Price (Sum of A and B) \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
- ☐ (3) The date in Paragraph 9 of the contract is changed to _____
- ☒ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ 2000.00
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____
- ☐ (9) Other Modifications: (Insert only factual statements and business details applicable to this sale.)

EXECUTED the _____ day of _____ 09/17/2020 _____, 20 _____. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Candace Searcy 09/17/2020 07:48 PM GMT
Buyer

Michael Brown 09/17/2020 07:48 PM GMT
Seller

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 39-8. This form replaces TREC No. 39-7.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

212 18



1. **PARTIES:** The parties to this contract are Orchard Property I, LLC (Seller) and Gandace Searey (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the "Property".
 - A. **LAND:** Lot 13 Block 9 Huntington Village Ph II Addition, City of Fort Worth, County of Texas, known as 7237 Indiana Ave (address/zip code), or as described on attached exhibit. 76137-3247
 - B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
 - C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.
 - D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____
 - E. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing \$ 7,250.00
 - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum \$ 234,740.00
 - C. Sales Price (Sum of A and B) \$ 242,000.00
4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the licensee holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 2,000.00 as earnest money to Orchard Title (address). Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.
6. **TITLE POLICY AND SURVEY:**
 - A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Orchard Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.

Initialed for Identification by Buyer CS and Seller AB

TREC NO. 20-14

Contract Concerning

7237 Indiana Ave
Fort Worth, TX 76137-3247
(Address of Property)

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- (3) Liens created as part of the financing described in Paragraph 3.
 (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 (6) The standard printed exception as to marital rights.
 (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☒ (i) will not be amended or deleted from the title policy; or
☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
 (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
☒ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
☐ (2) Within days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
☐ (3) Within days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: _____
 Buyer must object the earlier of (i) the Closing Date or (ii) days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.
- E. TITLE NOTICES:
 (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
 (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not

Initialed for identification by Buyer CS and Seller MB

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TREC NO. 20-14

7237 Indiana Ave

Contract Concerning

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 Fort Worth, TX 76137-3347
 (Address of Property)

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subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee

Initialed for Identification by Buyer

and Seller

TREC NO. 20-14

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2017 Edition 4.0

Contract Concerning

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 (Address of Property)

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obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
7. **PROPERTY CONDITION:**
- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
 (Check one box only)
- ☒ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.
- D. **ACCEPTANCE OF PROPERTY CONDITION:** "As is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
 (Check one box only)
- ☒ (1) Buyer accepts the Property As is.
- ☐ (2) Buyer accepts the Property As is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
- (Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)
- E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

Initiated for identification by Buyer PK and Seller AB

TREC NO. 20-14

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- H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ 500.00. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.
8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before October 16, 2020, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.
10. **POSSESSION:**
- A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.
- B. **Leases:**
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holder from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)
12. **SETTLEMENT AND OTHER EXPENSES:**
- A. The following expenses must be paid at or prior to closing:
- (1) **Expenses payable by Seller (Seller's Expenses):**
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

Initialed for identification by Buyer CC and Seller AB

TREC NO. 20-14

Contract Concerning

7237 Indiana Ave
 Fort Worth, TX 76137-3347
 (Address of Property)

Page 6 of 10 2-12-18

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender, and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
13. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly

Initialed for Identification by Buyer CS and Seller MB

TREC NO. 20-14

Contract Concerning _____

7237 Indiana Ave
Fort Worth, TX 76187-3947
(Address of Property)

Page 7 of 10 2-12-18

provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: _____

To Seller

at: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

Jeremiah.b.hobbs@gmail.com

E-mail: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | _____ |
| <input type="checkbox"/> Addendum for Coastal Area Property | _____ |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |

Initialed for Identification by Buyer CS and Seller MB

Produced with Love With Transactions (p) Form Edition: 2/11/2008

Ontario, Canada N1T 1J5 www.lyell.com

TREC NO. 20-14

7237 Indiana Ave

Contract Concerning	7237 Indiana Ave Fort Worth, TX 76137-3347 (Address of Property)	Page 9 of 10 2-12-18
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BROKER INFORMATION (Print name(s) only. Do not sign)			
United Real Estate		Orchard Brokerage 0583167	
Other Broker Firm	License No.	Listing Broker Firm	License No.
represents <input checked="" type="checkbox"/> Buyer only as Buyer's agent		represents <input type="checkbox"/> Seller and Buyer as an intermediary	
<input type="checkbox"/> Seller as Listing Broker's subagent		<input checked="" type="checkbox"/> Seller only as Seller's agent	
Jeremiah Hobbs	062800700	Courtney Anthony	0662313
Associate's Name	License No.	Listing Associate's Name	License No.
jeremiah.hobbs@gmail.com	(713) 539-9109	[REDACTED]	214-336-3117
Associate's Email Address	Phone	Listing Associate's Email Address	Phone
Lori Miles		Andy Cook 683167	
Licensed Supervisor of Associate	License No.	Licensed Supervisor of Listing Associate	License No.
5480 Lbj Frwy		600 Congress 14th Fl (469) 458-0489	
Other Broker's Address	Phone	Listing Broker's Office Address	Phone
Dallas	TX 75244	Austin, TX 78701	
City	State Zip	City	State Zip
		Selling Associate's Name	License No.
		Selling Associate's Email Address	Phone
		Licensed Supervisor of Selling Associate	License No.
		Selling Associate's Office Address	
		City	State Zip
Listing Broker has agreed to pay Other Broker <u>3.000%</u> of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.			

TREC NO. 20-14



TREC Enforcement Division
 P.O. Box 12188
 Austin, TX 78711-2188
 512-936-3005 Fax: 512-936-3809
 www.trec.texas.gov
 via email: enforcement@trec.texas.gov

NOTE: You may type information into this form and it will display, but you will need to print, sign and mail the form along with copies of documents to TREC when completed. Information entered into this form can only be saved if you are able to print and save the form as a PDF.

COMPLAINT FORM

IF COMPLETING BY HAND, PLEASE PRINT OR TYPE WITH BLACK OR BLUE INK

I WISH TO FILE A COMPLAINT AGAINST: (check all that apply)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Real estate broker or sales agent | <input type="checkbox"/> Unlicensed activity | <input type="checkbox"/> Timeshare plan |
| <input type="checkbox"/> Inspector | <input type="checkbox"/> Residential service (home warranty) company | <input type="checkbox"/> Approved education provider or instructor |
| <input type="checkbox"/> Easement/Right-of-Way Agent | | |

MY CONTACT INFORMATION:

Name: Candace Searcy
 Address: 6824 Valley Creek Drive
 City: Fort Worth State: Texas Zip: 76179
 Email Address: crs.cjs7@gmail.com
 Phone Numbers: Work: _____ Home: _____
 Cell: (470) 261-5572 Fax: _____

INFORMATION CONCERNING THE PERSON OR COMPANY AGAINST WHOM YOU ARE COMPLAINING:

Person's Name: Courtney Anthony (Orchard Title)
 Company Name: 3261 Dallas Parkway Suite 200
 Physical Address: Frisco
 City: _____ State: TX Zip: 75034
 Phone Number(s): (817) 394-0943
 License Number or Registration Number (if known): 0662313

HAVE YOU FILED A COMPLAINT AGAINST THIS PERSON OR COMPANY WITH ANOTHER AGENCY? ☐ YES ☒ NO

IF YES, WHICH AGENCY? _____

WHAT ACTION HAS BEEN TAKEN BY THE OTHER AGENCY? _____

DATE(S) OF TRANSACTION:

10/15 - 11/24

COMPLAINT DETAIL: List the facts of your complaint in the order of their occurrence, starting with the earliest date and working forward. Attach additional sheets as needed.

Courtney Anthony is a guilty of breach of contract. All parties signed for a loan for \$242,000 on the loan amount with \$2000 due at closing from seller. After signing the contract Courtney and other parties realized that there was a 90 day period to qualify for an FHA loan. All parties agreed to an extension until 11/24 for closing. The realtor and Courtney increased the price and a tried to delete concessions on a document that I did not agree to. She tried to price gauge and broke the original contract.

HAVE YOU PREVIOUSLY NOTIFIED THE PERSON OR COMPANY ABOUT YOUR COMPLAINT? ☒ YES ☐ NO

HOW DID YOU NOTIFY THEM? ☒ WRITTEN (attach copies) ☒ ORAL (detail each contact)

WHAT WAS THE RESPONSE?

No one has responded.

PLEASE LIST THE NAME(S), ADDRESS(ES), AND PHONE NUMBERS(S) OF ANY WITNESS(ES) WHO HAVE INFORMATION CONCERNING THE SUBJECT MATTER OF YOUR COMPLAINT:

Jeff Shealey (832) 867-6747

Jeremiah Hobbs (713) 539-9109

Talia Witt (710) 912-5062

Neah Goen (469) 283-1114

RELEVANT DOCUMENTATION CHECKLIST: (check all that are enclosed)

- ☒ Sales contract (front and back)-all pages and all accompanying forms and attachments
- ☐ Lease/rental agreement (front and back)
- ☐ Listing/management agreement (front and back)
- ☐ Disclosure statement(s) (e.g. Information about Brokerage Services, Intermediary Relationship Notice, Seller's Disclosure Notice)
- ☐ Closing statement (HUD 1) or Closing Disclosure form (TRID - TILA-RESPA Integrated Disclosure)
- ☐ Multiple listing service (MLS) printout(s)
- ☐ Appraisal(s)
- ☐ Inspection report(s)
- ☐ Photograph(s)
- ☐ Advertising
- ☐ Repair bill(s)
- ☐ Receipt(s)
- ☐ Canceled check(s) (front and back)
- ☐ Monthly statement(s)
- ☐ Correspondence, including demand letter(s) and e-mail(s)
- ☐ Judgment/civil lawsuit document(s) (e.g. original petition, settlement document(s))
- ☐ Other (describe): _____

SIGNATURE BLOCK

- I certify that the information contained here and all enclosed documents are true and correct to the best of my knowledge.
- I understand that a copy of my complaint is available to the person or company against whom it is filed and that I may be required to testify at a hearing.
- I understand that a copy of my complaint and accompanying documentation is subject to public inspection.
- I understand that neither the Texas Real Estate Commission nor any of its officers or employees can act or will act as my legal representative or attorney at anytime, and that I am encouraged to retain separate legal counsel.

Signature

Date

PRIVACY NOTICE

In accordance with Chapter 559, Government Code, the following notice about certain information laws and practices is given.

- (1) With few exceptions, an individual is entitled on request to be informed about the information that a state governmental body collects about the individual.
- (2) Under Sections 552.021 and 552.023 of the Government Code, the individual is entitled to receive and review the information.
- (3) Under Section 559.004 of the Government Code, the individual is entitled to have the governmental body correct information about the individual that is incorrect.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

7237 Indiana AveFort Worth

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☒ (1) The Sales Price in Paragraph 3 of the contract is:
- | | |
|--|----------------------|
| A. Cash portion of Sales Price payable by Buyer at closing | \$ <u>8,610.00</u> |
| B. Sum of financing described in the contract..... | \$ <u>237,390.00</u> |
| C. Sales Price (Sum of A and B)..... | \$ <u>246,000.00</u> |
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:

*Forged
Signature*

- ☒ (3) The date in Paragraph 9 of the contract is changed to November 24, 2020.
- ☒ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ _____.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____.
- ☒ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)
removing seller concessions to zero

EXECUTED the _____ day of 10/22/2020, _____. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Candace Searcy

Buyer Candace Searcy

10/21/2020 12:12 AM GMT

Michael Beasly

 desktop verified
 10/22/20 11:24 AM CDT
 BMGA-WOQH-QQSP-TITS

Seller Orchard Property I, LLC

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 612-936-3000 (<http://www.trec.texas.gov>) TREC No. 39-8. This form replaces TREC No. 39-7.

TREC NO. 39-8

11/30/2020

IMG_1549.jpg



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2019

AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

7237 Indiana Ave

Fort Worth

(Street Address and City)

*Contract I
Signed For
Extension*

Seller and Buyer amend the contract as follows (check each applicable box)

- X (1) The Sales Price in Paragraph 3 of the contract is
- | | | |
|--|----|------------|
| A. Cash portion of Sales Price payable by Buyer at closing | \$ | 8,849.00 |
| B. Sum of financing described in the contract | \$ | 236,000.00 |
| C. Sales Price (Sum of A and B) | \$ | 244,849.00 |
- (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments
- X (3) The date in Paragraph 9 of the contract is changed to **November 24 2020**
- (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$
- (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows \$ by Seller \$ by Buyer
- (6) Buyer has paid Seller an additional Option Fee of \$ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on This additional Option Fee will not be credited to the Sales Price.
- (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to
- (9) Other Modifications: (insert only factual statements and business details applicable to this sale.)

EXECUTED the _____ day of _____
DATE OF FINAL ACCEPTANCE.)

(BROKER: FILL IN THE

Candace Searey
Buyer Candace Searey

Seller Orchard Property I, LLC

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with uniformly prepared or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by licensed real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not intended for complex transactions. Texas Real Estate Commission P.O. Box 12188 Austin, TX 78711-2188 512-508-3000 www.trec.texas.gov TREC No. 20-2 This form registers TREC No. 30-8

TREC NO. 30-8

© 2020 TREC, All Rights Reserved. TREC No. 30-8
This form is not to be used for any other purpose.

TREC No. 30-8

TREC No. 30-8



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-16-18

**NOTICE OF BUYER'S TERMINATION OF CONTRACT**

CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

7237 Indiana AveFort Worth

(Street Address and City)

BETWEEN THE UNDERSIGNED BUYER AND Orchard Property I, LLC

(SELLER)

Buyer notifies Seller that the contract is terminated pursuant to the following:

- ☐ (1) The unrestricted right of Buyer to terminate the contract under Paragraph 23 of the contract.
- ☐ (2) Buyer cannot obtain Buyer Approval in accordance with the Third Party Financing Addendum to the contract.
- ☐ (3) The Property does not satisfy Property Approval in accordance with the Third Party Financing Addendum to the contract. Buyer has delivered to Seller lender's written statement setting forth the reason(s) for lender's determination.
- ☐ (4) Buyer elects to terminate under Paragraph A of the Addendum for Property Subject to Mandatory Membership in a Property Owners' Association.
- ☐ (5) Buyer elects to terminate under Paragraph 7B(2) of the contract relating to the Seller's Disclosure Notice.
- ☐ (6) Buyer elects to terminate under Paragraph (3) of the Addendum Concerning Right to Terminate Due to Lender's Appraisal. Buyer has delivered a copy of the Appraisal to Seller.
- ☐ (7) Buyer elects to terminate under Paragraph 6.D. of the contract (6.C. for Residential Condominium Contract) because timely objections were not cured by the end of the Cure Period.
- ☒ (8) Other (Identify the paragraph number of contract or the addendum): The seller never intended to abide by the contract at the price of the home negotiated at \$242,000 and seller concessions at \$2000 for closing cost.

NOTE: This notice is not an election of remedies. Release of the earnest money is governed by the contract.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS FORM CAREFULLY.

Buyer

Candace Searcy

Date

Buyer

Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 38-6. This form replaces TREC No. 38-5.

TREC No.38-6

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: ORCHARD NATIONAL TITLE
7300 LONE STAR DRIVE, C200
PLANO, TEXAS 75024

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 134th District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being CANDACE SEARCY


Filed in said Court 15th day of January, 2021 against

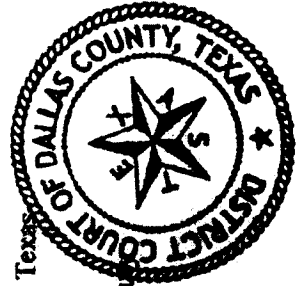
ORCHARD NATIONAL TITLE

For Suit, said suit being numbered DC-21-00529, the nature of which demand is as follows:
Suit on CNTR CNSMR COM DEBT etc. as shown on said petition, a copy of which accompanies
this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 24th day of May, 2021.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By  Deputy
ANGELA CONEJO



ATTY

CITATION

DC-21-00529

CANDACE SEARCY

vs.

COURTNEY ANTHONY

ISSUED THIS

24th day of May, 2021

FELICIA PITRE

Clerk District Courts,
Dallas County, Texas

By: ANGELA CONEJO, Deputy

Attorney for Plaintiff

CANDACE SEARCY

6824 VALLEY CREEK DR
FORT WORTH, TEXAS 76179
(470) 261-5572

DALLAS COUNTY

SERVICE FEES

NOT PAID

OFFICER'S RETURN

Case No. : DC-21-00529

Court No. 134th District Court

Style: CANDACE SEARCY

vs.

COURTNEY ANTHONY

Came to hand on the 16 day of January, 2021, at 100 o'clock P.M. Executed at 7300 Love Star Dr Suite 200 Plano, TX 75094
 within the County of Collin at 130 o'clock 8.M. on the 29 day of April
 2021 by delivering to the within named Courtney Anthony Searcy via 106
By leaving with exception of who was over age 16

each in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was 40 miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ 80.00

For mileage \$ 0.00

For Notary \$ 6.00

Christopher Lambert

of Collin County, Texas

By Cherif Deputy

PSC-16923
EXP-11-30-21

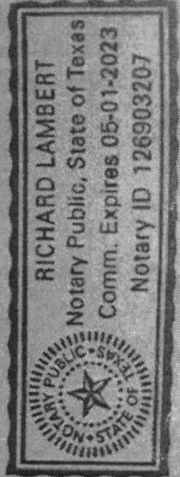
(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said Christopher Lambert before me this 30 day of April, 2021.

to certify which witness my hand and seal of office.

Notary Public

County



CAUSE NO. DC-21-00529

CANDACE SEARCY

Plaintiff

vs.

COURTNEY ANTHONY

Defendant

IN THE DISTRICT COURT

134TH JUDICIAL DISTRICT OF

DALLAS COUNTY, TEXAS

DECLARATION OF PERSONAL SERVICE FACTS

"My name is CHRISTOPHER LAMBERT. My PSC is 16923. It's Exp is 11-30-2021. I declare under the penalty of perjury that the following is true and correct;

"I am over the age of eighteen (18) years, and am fully competent to testify to the matters stated in this declaration. I have personal knowledge of the facts and statements contained in this declaration and each is true and correct."

"I am a process Server associated with FIREPROOF PROCESS SERVER whose address is 418 Windy Knoll Dr. Murphy, Texas 75094, 972-978-8403."

"I have never been convicted of any felony or crime involving moral turpitude and am not related by blood or marriage to any of the parties to the suit, and I am in all things competent to make oaths of the facts stated herein."

"On the 27TH day of April 2021 I received the Citation, Plaintiffs Original Petition, and Order Granting Substitution of Service.

First Attempt:

On the 29th day of April 2021, I served the Original Petition and Order Granting Substitution of Service upon the Receptionist who was situated at the front desk within Defendants place of employment by handing a true and correct copy of the document to the Receptionist at 7300 Lone Star Drive, Ste. C200, Plano, TX 75024"

Orchard
- National
Title
was served
on April
29, 2021

Second Attempt:

After getting information back from Plaintiff that further verification that Defendant still works at Orchard Nation Title located at 7300 Lone Star Drive, Ste. C200, Plano, TX 75024 was requested by the court, I went back Orchard Nation Title located at 7300 Lone Star Drive, Ste. C200, Plano, TX 75024, spoke with the receptionist who identified herself as a member of the company, and identified the Defendant as a member of the company. I attempted to leave another copy of the Citation and Petition with her, but she refused to take it.


The receptionist that works for Orchard already had a citation

After
coming
back and
giving
the reception
clerk who is
employed for
Orchard
a 2nd citation

DECLARATION

My Name is Christopher Lambert. My PSC is 16923. Its expiration date is 11/30/2024. I declare under the penalty of perjury that the foregoing is true and correct

Executed in Collin County, State of Texas on the 8 day of June, 2024


Declarant Signature
PSC 16923
STATE OF TEXAS

Proof of Financing



American Neighborhood Mortgage
Acceptance Company LLC
23537 Kingsland Blvd 100, Office 200
Katy, TX 77494
NMLS#: 338923

COMMITMENT LETTER

Pursuant to 7 TAC §81.201(b)

Commitment Date: 10/05/2020

Loan Number: 4663372142

Borrowers:
Candace Searcy

Purpose: Purchase

Property Address:
7237 Indiana Ave
Fort Worth TX 76137

Property Type: Detached

Mailing Address:
6824 Valley Worth Dr
Fort Worth TX 76179

Occupancy: Primary Residence

Credit Documentation Expiration: 12/15/20

Commitment Expiration:
12/15/20

American Neighborhood Mortgage Acceptance Company LLC has received a signed application from the applicant and reviewed the following if applicable:

- Reviewed Applicant's Credit Report and Credit Score
- Verified Applicant's Income
- Reviewed Applicant's debts and other assets
- Verified Applicant's available cash for down payment and closing costs

We are pleased to inform you that the Mortgage Loan Application referenced above has been approved by American Neighborhood Mortgage Acceptance Company LLC. American Neighborhood Mortgage Acceptance Company LLC will agree to settle the mortgage loan provided the Borrower(s) complies with all the terms and conditions of this approval.

1. **Loan Terms:** **Loan Amount:** 237,616.00
 Program: Bond TSAHC HmSwTX FHA 30 Yr Fixed
 Maximum Loan to Value Ratio: 96.500

2. **Lock Terms:** **Rate locked** **%** **Expiration Date:**

The following will be paid at closing:

- | | |
|-------|----------------------|
| a. \$ | Loan Origination Fee |
| b. \$ | Loan Discount |

XX **Floating Rate** - your interest rate and points have not been locked at this time. Although there is a stated interest rate and points on the application, that is merely an estimate. Should the interest rate at the time of lock-in exceed 3.875 %, it will be necessary to submit your loan to our underwriting department for re-approval.

Courtney Anthony <courtney.anthony@orchard.com>
to me, Jeff, Jeremiah ▾

✓ Forgery

Nov 22, 2020, 1:12 PM ☆ ↩ ⋮

We have a signed amendment, showing you agreed. However if you are saying you didn't sign, then there is no reason to even try to move forward.

On Sun, Nov 22, 2020 at 12:38 PM Candace Smith <csjs7@gmail.com> wrote:
This is what I also stated.

Sent from my iPhone

...

Candace Smith <csjs7@gmail.com>
to Courtney, Jeremiah, Jeff ▾

Greetings,

If that's the case refund my earnest money Monday morning. Clarion will be served.

Sent from my iPhone

On Nov 22, 2020, at 1:12 PM, Courtney Anthony <courtney.anthony@orchard.com> wrote:
...

I asked for my earnest money back again after asking for it back in Oct 2020

Nov 22, 2020, 1:16 PM

☆ ↩ ⋮

Violation: INFO: 2606 Info-Fraud

Investigator	Action Type	Date	Comment
			<p>(Tarrant County). Home was owned by Orchard Property: 3201 Dallas Parkway, Suite 200, Frisco Texas. Comp claims she was supposed to close on October 21st, 2020 however contract lists on or before October 16th, 2020. Sale of home ran into snags due to FHA issues. The paperwork is contradictory in that one part leads the reader to think Orchard is selling an FHA house before the 90 days is up and another appears that Searcy is buying using an FHA loan. Contract 1 was signed by Searcy using Docusign with an agreed upon price of \$242,000.</p> <p>Due to the delay an amendment to the contract was executed on 10/22/20. This amendment changed closing date and price from \$242,000 to \$246,000. Candace Searcy's name is Docusigned on 10/21/20 at 12:14pm gmt hours. Michael Boswell, representing Orchard Property docusigned on 10/22/20 at 11:44am CDT. Searcy claims this document is the forgery and she never agreed to the terms nor signed the contract. She provided what she claims is the amendment she did sign indicating a price of \$244,000. This copy she claims is valid is of very poor quality and illegible. The type is darker and very blurry. It does show a sales price of \$244,000. Searcy's name is Docusigned at the bottom however the date and time are illegible. The sellers docusignature (Orchard Property) is not present. Both documents are docusigned but due to the very poor quality of what Searcy claims is the valid contract a comparison can not be made.</p> <p>Searcy's claim of forgery is due to the fact the docusign signatures are different and she did not agree to the alteration in price. A fair comparison can not be made due to the poor quality of evidence Searcy provided. Furthermore docusign does have different fonts available.</p> <p>On November 30th, 2020, Searcy filed a formal complaint with the Texas Real Estate Commission (TREC) against Realtor Courtney Anthony who works for Orchard Title. In it she claims Anthony increased the price and deleted concessions on a document she did not agree to. She goes on to make accusations of price gouging. Her complaint does not make an accusation of forgery.</p> <p>On January 14th, 2021 Beachley Smith Law, representing Searcy, sent Orchard Title a formal demand letter requesting the return of \$2,000 in earnest money. It gave a dead line of 13 days after receipt of this letter else wise a law suit is possible.</p> <p>On January 15th, 2021, one day after the letter was sent, Searcy filed a law suit against Orchard Property in Dallas County State court. In her law suit she claimed breach of contract, fraudulent price gouging and malpractice. The law suit went on to state she demanded the terms of the original contract be honored. Searcy claimed that Orchard threatened to sell her house to someone else. She ended her lawsuit by stating she was "pressing federal charges for</p>

Case 3:21-cv-01910-X-BT Document 3 Filed 08/17/21 Page 29 of 32 PageID 33

Violation: INFO: 2606 Info-Fraud

Investigator	Action Type	Date	Comment
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breach of contract, malpractice, and fraudulent price gouging for an item more then (sic) 250,000". She also submitted all documents as "proof of ill intentions to steal my earnest money and sell the home to someone else."

February 2nd, 2021 Searcy received her \$2,000 earnest money back. She also told Orchard Title that she would not be dismissing her lawsuit until she had her home.

On June 3rd, 2021 Searcy responded in person to Orchard Titles office in Plano asking to speak with a manager about her signature being forged. The employee who met face to face with Searcy left the lobby and did not return. Searcy explained to me that this seemed like an admission of guilt. Since she never came back Searcy called the police.

Establishing offense location chronology:

October 22nd, 2020: Two copies of contract amendment signed; one is claimed to be valid the other forged

November 30th, 2020: Searcy completes a handwritten TREC complaint against Orchard and Courtney Anthony

January 14th, 2021: Beachley Smith Law firm sends Orchard formal demand letter

All above incidents showed Orchard Title to have an address of 3201 Dallas Parkway, Suite 200, Frisco, Texas. June 2021 I spoke with management at said address. They believed Orchard moved out in April or May 2021. Searcy argued that Orchard moved in January of 2021. Either date indicates that Orchard was operating out of the City of Frisco at the time Searcy alleges a forgery occurred. No link to Plano.

REQUESTED

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

Tarrant

County of Residence of First Listed Defendant

Collin

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

RECEIVED

AUG 17 2021

3-21CV1910-X

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

(Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☒ Federal Question
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant

☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

PTF DEF
☒ 1 ☐ 1

Incorporated or Principal Place of Business in This State

PTF DEF
☐ 4 ☐ 4

Citizen of Another State

☐ 2 ☐ 2

Incorporated and Principal Place of Business in Another State

☐ 5 ☐ 5

Citizen or Subject of a Foreign Country

☐ 3 ☐ 3

Foreign Nation

☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

☐ 110 Insurance

☐ 120 Marine

☐ 130 Miller Act

☐ 140 Negotiable Instrument

☐ 150 Recovery of Overpayment & Enforcement of Judgment

☐ 151 Medicare Act

☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)

☐ 153 Recovery of Overpayment of Veteran's Benefits

☐ 160 Stockholders' Suits

☐ 190 Other Contract

☐ 195 Contract Product Liability

☐ 196 Franchise

PERSONAL INJURY

☐ 310 Airplane

☐ 315 Airplane Product Liability

☐ 320 Assault, Libel & Slander

☐ 330 Federal Employers' Liability

☐ 340 Marine

☐ 345 Marine Product Liability

☐ 350 Motor Vehicle

☐ 355 Motor Vehicle Product Liability

☐ 360 Other Personal Injury

☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY

☐ 365 Personal Injury - Product Liability

☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability

☐ 368 Asbestos Personal Injury Product Liability

☒ PERSONAL PROPERTY

☐ 370 Other Fraud

☐ 371 Truth in Lending

☐ 380 Other Personal Property Damage

☐ 385 Property Damage Product Liability

☐ 625 Drug Related Seizure of Property 21 USC 881

☐ 690 Other

☐ 710 Fair Labor Standards Act

☐ 720 Labor/Management Relations

☐ 740 Railway Labor Act

☐ 751 Family and Medical Leave Act

☐ 790 Other Labor Litigation

☐ 791 Employee Retirement Income Security Act

☐ 462 Naturalization Application

☐ 465 Other Immigration Actions

☐ 422 Appeal 28 USC 158

☐ 423 Withdrawal 28 USC 157

☐ 820 Copyrights

☐ 830 Patent

☐ 835 Patent - Abbreviated New Drug Application

☐ 840 Trademark

☐ 880 Defend Trade Secrets Act of 2016

☐ 861 HIA (1395ff)

☐ 862 Black Lung (923)

☐ 863 DIWC/DIWW (405(g))

☐ 864 SSID Title XVI

☐ 865 RSI (405(g))

☐ 870 Taxes (U.S. Plaintiff or Defendant)

☐ 871 IRS—Third Party 26 USC 7609

☐ 375 False Claims Act

☐ 376 Qui Tam (31 USC 3729(a))

☐ 400 State Reapportionment

☐ 410 Antitrust

☐ 430 Banks and Banking

☐ 450 Commerce

☐ 460 Deportation

☐ 470 Racketeer Influenced and Corrupt Organizations

☐ 480 Consumer Credit (15 USC 1681 or 1692)

☐ 485 Telephone Consumer Protection Act

☐ 490 Cable/Sat TV

☐ 850 Securities/Commodities/Exchange

☐ 890 Other Statutory Actions

☐ 891 Agricultural Acts

☐ 893 Environmental Matters

☐ 895 Freedom of Information Act

☐ 896 Arbitration

☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision

☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☐ 1 Original Proceeding

☒ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation - Transfer

☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

Fraud

Forgery of banking documents

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

Tillery

DOCKET NUMBER

DATE

8/17/21

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

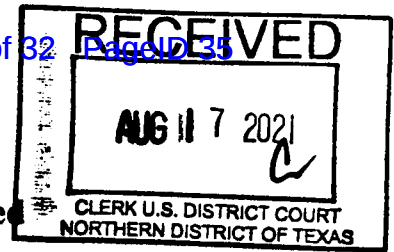
AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Supplemental Civil Cover Sheet
Page 1 of 2



**Supplemental Civil Cover Sheet for Cases Removed
From State Court**

3-21CV1910-X

This form must be attached to the Civil Cover Sheet at the time the case is filed in the U.S. District Clerk's Office. Additional sheets may be used as necessary.

1. State Court Information:

Please identify the court from which the case is being removed and specify the number assigned to the case in that court.

Court	Case Number
State Court	DC-2100529

2. Style of the Case:

Please include all Plaintiff(s), Defendant(s), Intervenor(s), Counterclaimant(s), Crossclaimant(s) and Third Party Claimant(s) still remaining in the case and indicate their party type. Also, please list the attorney(s) of record for each party named and include their bar number, firm name, correct mailing address, and phone number (including area code).

Party and Party Type	Attorney(s)
Gandace Searcy Plaintiff	
v.s.	
Orchard Title Concely Anthony	

3. Jury Demand:

Was a Jury Demand made in State Court? ☐ Yes

☒ No

If "Yes," by which party and on what date?

Party

Date

Supplemental Civil Cover Sheet
Page 2 of 2

4. Answer:

Was an Answer made in State Court? ☐ Yes☒ No

If "Yes," by which party and on what date?

Party_____
Date

5. Unserved Parties:

The following parties have not been served at the time this case was removed:

<u>Party</u>	<u>Reason(s) for No Service</u>

6. Nonsuited, Dismissed or Terminated Parties:

Please indicate any changes from the style on the State Court papers and the reason for that change:

<u>Party</u>	<u>Reason</u>

7. Claims of the Parties:

The filing party submits the following summary of the remaining claims of each party in this litigation:

<u>Party</u>	<u>Claim(s)</u>